CONTRACTUAL AGREEMENT
TO FURNISH ENGINEERING, CONSULTING, AND INSTALLATION SERVICES
to The City of College Station for
Tele-Works Voice Response Development for Integrated Voice and Web Application(s)

THIS AGREEMENT, made and entered into this, between the City of College Station, hereinafter called the "City", and Tele-Works, Incorporated, hereinafter called the "Consultant" as follows:

WHEREAS, the City wishes to suitably and completely implement an interactive telephone and transactional web service. The primary task of the application will allow citizens to interact with dynamic, data-driven utility information via standard touchtone telephones and PC/browsers; and

WHEREAS, the City desires to engage the Consultant to render the professional consultation services described in this Agreement and the Consultant is qualified and willing to perform such services; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The Project consists of: Programming and Development for a web application which will reside at the City of College Station, be made available to customers via the telephone and web browser through their telephone and Internet service providers.

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant will provide the professional and technical expertise and all necessary hardware, software and assistance required to perform tasks, hereinafter called "Services", as described in Attachment A under Exhibit A attached hereto and incorporated herein by reference.

Project Events are detailed in the primary task list and timetable schedule found in Attachment B under Exhibit A attached hereto and incorporated herein by this reference.

The initial Annual Maintenance, following the included one-year warranty commencing at the date of acceptance, will be provided by the Consultant at 10% of total cost and is further detailed in Attachment C under Exhibit A attached hereto and incorporated herein by reference. If optional modules are added, the maintenance price is based on the price of the base system, plus the price of the options. If system options are procured incrementally, additional costs are added to maintenance at the next annual renewal..

III. CONSULTANT'S FEE & PAYMENT TERMS

As compensation for the Services described in this Agreement, the Consultant shall be paid a fee of $83,500.00 which shall constitute full and complete payment for said Services outlined and specified in Attachment A and for all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The initial annual maintenance, based on 10% of the contract price, will be $8,000.00, and is billed following the first year warranty term. Compensation will be paid according to the following terms:

- 65% upon "Operational" completion (see "Definitions" below); Net 15 days
- 35% upon "On-Line" completion (see "Definitions" below); Net 45 days

IV. COMMENCEMENT & COMPLETION OF SERVICES

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit and in accordance with the timeline provided in Attachment B under Exhibit A. In any event, after the Consultant receives notice to proceed, any failing on the part of the City to not adequately provide for responsibilities documented in Attachment B under Exhibit A that affects adversely or creates delays for the Consultant and are beyond the control of the Consultant, will not affect project completion steps or associated payments or increase the cost of the services.

Definitions and Conditions: This Contract shall incorporate the following:

Operational: In regard to the Project, operational is defined as working off-site in a live environment in accordance with the specifications of Attachment A under Exhibit A. Once deemed "Operational" by the client, on-site installation will be scheduled within 30 days.

Installation: In regard to the Project, installation is defined as on-site delivery of the Project at City specified and provided premises once accepted as "Operational" by the City.

On-Line: In regard to the Project, on-line is defined as working on-site and is capable of being presented to citizens of the City for public access by either phone or web.

V. TERMINATION

A. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party and an opportunity by the defaulting party to cure its default in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Notice is deemed served if provided in accordance with Section IX E. of this agreement.

B. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Consultant without any liability or penalty.

C. In the event of termination as provided in this Article, and except for items that City disputes in good faith the City shall pay the Consultant in full for Services performed up to and including the date of notice of termination plus any Services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's promptly delivering to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

VI. INSURANCE

The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance will conform to the City's insurance requirements as outlined in Exhibit B, and where allowed under Texas law, shall list College Station, its officials, employees and volunteers as additional named insureds.

VII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. Such actions shall include, but not be limited to the

following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

VIII. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Services, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City. As an independent Contractor, Tele-Works shall be responsible for the services and software provided under this Agreement. Except for materials or equipment furnished by the Customer, Tele-Works shall supply all materials, equipment and labor required for the execution of the work under this Agreement. Tele-Works shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of Tele-Works or any of Tele-Works' subcontractors except to the limited extent provided for in this Agreement.

B. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Ownership of Drawings. All plans, drawings, specifications and the like relating to the Services shall be the joint property of the City and Consultant. Upon completion of the Services, or at such other time as the City may require, the Consultant promptly shall deliver to the City a complete corrected set of drawings and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability, Warranty.

1. Professional Warranty. The consultant warrants that it shall provide the work and services under this Agreement in accordance with the highest computer and computer consulting industry standards and practices applicable to its work and the error correction for Licensed Software, training and advice to City during the performance of the services under this contract in accordance with said standard.

Liability. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. **Indemnification. The Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for**

injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

Patent and Copyright Indemnity:

Tele-Works, at its own expense, will defend and indemnify City from any and all claims that The software furnished under this Agreement infringes on a U.S. Copyright or Patent, provided that City gives Tele-Works prompt written notice of such claims and permits Tele-Works the sole right to control the defense of such claims and provides Tele-Works all reasonable cooperation.

As to software which are or in the opinion of Tele-Works may become subject to a claim of infringement, Tele-Works, at its option, will promptly obtain the right for City to continue using the software or promptly replace or modify the software so as to make it noninfringing as long as the modification or replacement does not materially change the operational characteristics of the software and the same functions and performance provided by the software remain following such modification or replacement. If none of the alternatives are available on commercially reasonable terms, then City agrees to the software upon Tele-Works written request and tender of a full refund of the license fee.

Tele-Works will not indemnify or defend City from any infringement claim resulting from City's unauthorized modification or alteration of the software or related materials.

E. <u>Communications</u>. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the parties promptly upon commencement of the Services.

All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by certified mail, postage prepaid, return receipt requested, or a nationally-recognized overnight courier, to those respective representative parties at their addresses shown herein. Notices hereunder shall be effective ten (10) days after mailing.

F. <u>Assignment</u>. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws. This Agreement, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of this Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of College Station and the laws of the State of Texas.

H. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

Entered into this 21st the day of September ,2001.

TELE-WORKS, INCORPORATED

_____

_____Joan Nelson_____

_____Chief Executive Officer_____

ADDRESS:
210 Prices Fork Road, Suite C
P.O. Box 663
Blacksburg, VA 24063

CITY OF COLLEGE STATION

By:_____   _____
       Lynn McIlhaney, Mayor   Date

ATTEST:

By:_____   _____
       Connie Hooks, City Secretary   Date
       (required if Contract is more than $15,000)

CITY OF COLLEGE STATION

By:_____   _____
       Thomas E. Brymer, City Manager   Date

:

APPROVED:

_____   _____
City Attorney   Date

_____   _____
Director of Fiscal Services   Date

Exhibit "A"

SCOPE OF SERVICES

TELE-WORKS, INCORPORATED

SCOPE OF WORK
TELE-WORKS VOICE RESPONSE SOLUTION
INTERACTIVE UTILITY BILLING TELEPHONE & WEB PROGRAMMING

Introduction:

This Scope of Work is based on the RFP submitted by College Station, Texas for an Automated Customer Service System (RFP#01-03), hereinafter called the "Solution", and Tele-Works, Incorporated of Blacksburg, Virginia, response to the RFP. The following components are to be incorporated into the project and are the basis for this Scope of Work. These elements are listed below:

- 24-Digital Line Base System
- 16-Port TVR License
- Utility Billing Application Development
- Credit Card & e-Payment Module
- One-Year Comprehensive Warranty
- Installation, Training & Documentation

System Information:

Tele-Works, Incorporated of Blacksburg, VA will provide a Solution developed with a combination of hardware, software and services to be installed and serviced at the City of College Station. The Solution will reside on a scalable, upgradeable and multifunctional computer telephony platform (see details below), be networked to the City's LAN, and integrate with the City's telephone system, back office data solutions via middleware provided by the City and the internet network. The City must provide a network/telephone administrator to assist with system integration. The Solution shall be accessible via a WindowsNT GUI interface and administration utility on the system through a password protected administrator log-on procedure.

The system will be programmed to allow citizens and customers to interact with the web-based applications described below. For telephone interactions, 16 simultaneous and dynamically allocated interactive sessions are provided within this contract (via Tele-Works Voice Response Licensing Software) with integrated Fax-on-Demand services.

In addition, TVR licensing provides sixteen (16) concurrent text-to-speech instances (The City is required to sign the DECtalk text-to-speech Software end user agreement provided in Appendix D). This provides the Web-to-Voice functionality for any web-based information that is not naturally voice recorded. TVR will offer customers telephone input capabilities, allowing the telephone user to submit information to the web for the purposes of navigation (e.g. following links), paying for utility services (e.g. filling of form), or for sending messages (voice file attachment to e-mail).

Functionality Specifications

Please reference Attachment A.1, attached hereto and incorporated herein by reference, for associated Web and Call Flow functionality to be provided and included in this Scope of Work.

O/group/legal/contracts/otis-mis/teleworks attachments.doc

Application Development:

Tele-Works, Inc. is to develop, using open programming, the following application service (detailed below) to include e-Payments for Utility Accounts. This application service, using convergent technology via Tele-Works Voice Response or TVR, will provide dynamic and interactive information services via the telephone and in a web-based environment. Telephone and Personal Computer users will access the applications by using their personal telephone and Internet Service Provider vendors. Telephone users will use any touch-tone telephone to access the applications by dialing a local City phone number. Personal computer users will access the applications by connecting to the Internet via their ISP and using a standard World Wide Web Browser interface (Netscape, Internet Explorer).

> Utility Billing Application: The Solution will provide a Utility Billing Application and will integrate with the City's Utility Database via a City provided and maintained middleware component. The primary purpose of the Utility Billing Application is to automate billing collections of municipal utility services through a web and voice portal e-Commerce service. The application will be accessible via telephone and web and allow customers to access their personal utility account via a City provided and maintained middleware component and settle balances using the e-Payment Module (described below) in a secure, City provided and maintained environment, utilizing Secure Socket Layer protocol.
>
> The application will offer comprehensive and secure services utilizing Secure Socket Layer (SSL) encryption and digital certificates (VeriSign) by executing functions, (described in Attachment A.1) on a City provided and maintained web server, within a secure network environment provided and maintained by the City. The application will integrate with the City's back-office data solutions via a City provided and maintained middleware component. As the City currently maintains a SSL certificate on this web server, no additional certificates are required and the City will be responsible for keeping this security certificate current.

e-Payment Module: The application described above, and any additional transactional application to be negotiated under separate contract, will integrate with the included e-Processing Module. This module is responsible for secure transactions, account verification, and the authorization of payments from customer cardholder financial institutions to the City of College Station's Merchant Account using an industry leader in e-Payment Software (CyberCash). Payment amounts will be reserved for the City of College Station upon authorization of payment, and will be transferred in batch amounts from cardholder accounts to the City's Merchant Account. Simultaneously, upon payment authorization notification of transaction and payment will be routed back through the application and will be posted to the City provided and maintained middleware component.

Other: Host Maintenance Downtime

At City controlled intervals, the data host and middleware component maintained by the City will undergo routine maintenance. The application will allow administrators to enter a secure web-based administration interface to inform both telephone and PC/web users of the maintenance downtime schedule via an over ride notice to the application. Once the City enters the downtime information, all users to the system will be diverted to the information. The City will be able to customize the information within the over ride notice screen. It will be the responsibility of the City to initiate, update if required, and deactivate the override notice according to the City's own maintenance schedule.

Hardware & Software:

Tele-Works systems are industrial grade passive backplane computers and use industry standard, non-proprietary devices. The system architecture allows for the CPU to reside on a card, which resides in one of the slots on the backplane computer. This configuration allows for CPU upgrades in the future without a requiring a new chassis.

The hardware chassis boasts heavy-duty steel construction with rack-mountable options, shock-resistant drive cages, adjustable hold-down clamps for ISA/PCI cards and other fault resilient features that support continual operation.

Also included is one TW-Dialog24 digital voice board (1 Card = 24 Ports), TW-GammaLink fax modems (for one inbound and one outbound fax-on-demand on fax enabled systems), and ACIS v4.x software. Hardware specifications are provided on page below.

Physical/Environment:

- Dimensions (WxDxHx)
  19"x20"x7"
  482.6mmx508mmx177.8mm
- Operating Temperature range:
  0 C (32F) to 50 C (122 F)
- Relative humidity:
  5% to 95%, non-condensing
- Mounting:
  Tabletop or relay rack, side rails for cabinet mounting available by request
- Power Requirement:
  One standard 120V, 60Hz outlet

Hardware Features/Components:

(1)   4U industrial grade chassis
(2)   14 slot backplane w/ 12 PCI, 1 ISA & 2CPU slots
(3)   Redundant 2 x 300W ATX hot-swap power supply
(4)   PICMG socket 370 PIII SBC, VIA Apollo Pro 133A chipset
(5)   Onboard 8MB video SDRAM AGP – ATI Rage Pro
(6)   Onboard 10/100 Base-T Ethernet UTP
(7)   1GHz Intel Pentium III CPU w/ 133FSB and 256K Cache

(8)   512 MB Dimm SDRAM PC133, ECC
(9)   Two (2) 20GB 7200RPM IDE hard disk drives (500+ hours of voice storage, 9,000+ pages of fax documents)
(10) Ultra ATA/100 EIDE RAID controller w/ 2 hot swap drive chassis (mirrors activity on both hard drives for increased fault tolerance)
(11) EZDrive - CD-ROM/floppy drive combo
(12) 10/20 GB TRAVAN TR5 EIDE internal tape drive

Voice Board Detail:

The system as bid shall use TW-Dialog24 digital voice boards (manufactured by Dialogic Corporation of Parsippany, New Jersey), which have superior ratings in performance for tone level detections, minimum tone duration and interdigit delay. The TW-Dialog4 also has the lowest susceptibility to "talk off" in the industry, and leading-edge DTMF cut-through capability (to account for a variety of different line levels, static and echo conditions, and DTMF tone length

requirements). The detailed operational and performance characteristics of the proposed system relative to DTMF signaling and registration are as follows:

Min-max level per tone	-33 to -3 dBm
Minimum tone duration	40 ms
Interdigit delay (same digit)	40 ms
Interdigit delay (different digit)	0 ms
Talk off: Bellcore TR-TSY-00763*	<20 hits

* TR-TSY-00763 is a standard Bellcore test tape containing 3 hours of recorded voices known to cause talk off. One hit means that the board interpreted voice frequencies as a DTMF digit.

Peripherals:

- PS/2 Keyboard
- PS/2 Mouse
- Inkjet Printer
- 15" Color Monitor
- Uninterruptible Power Supply (UPS)
- All interface cables (15 feet for phone connections, 5 feet for peripherals)

Software:

- Automated Citizens Information System (ACIS) – version 4.6.7
- Microsoft Windows 2000 Server, 5 CAL
- Symantec pcAnywhere 10.0
- Tele-Works ACIS/TVR Line Monitor 4.x
- Tele-Works Fax Server 4.x
- Tele-Works Administration Utility 4.x
- Dialogic DNA 3.3 Drivers
- Veritas Backup Exec Agent Accelerator installed on the Tele-works server

Services:

Tele-Works will provide the City with the necessary programming & consultation services to comply with the contract and ensure Solution Deployment.

Tele-Works will provide a one-year warranty and licensing on all materials and labor, which will include the integration with the City provided and maintained middleware component, but does not include services necessary due to changes to the host or any middleware interface software. After the first year warranty, the City can choose to extend the warranty and licensing via the terms as indicated below:

Warranty and Maintenance: Your first year of warranty on the base system is included with purchase. If options are added, then the maintenance price is based on price of the base system, plus the price of the options. If system options are procured incrementally, additional costs are not added to maintenance until the following term. The initial Maintenance Agreement will be calculated at 10% of the total market value for the system.

Tele-Works will provide complete installation, training and documentation.

TVR Utility Billing - College Station
Web Flow

Note: User entered account numbers that are not found will prompt the reloading of the main entry page with the appropriate 'Account Number Not Found' message

Search

- Account Number Entry

  [SEARCH]

Note: Items displayed within brackets represent HTML buttons. Items displayed within greater than/less than signs '<>' represent links

Options:

- *late payment dates and fees*
- *service cut-off notices*
- *customer service contact information*

Display Detailed Statement

- Customer Name
- Customer Address
- Account Number
- Itemized Usage Charges
- Itemized Service Charges
- Itemized Taxes
- Adjustments
- Demand Charge
- Current Amount Due
- Total Amount Due
- Due Date
- Past Statements Search Dates List

  [MAKE PAYMENT]
  [SEARCH]
  <SUMMARY INVOICE>
  <MONTHLY USAGE>
  <PRINTABLE INVOICE>
  <PAYMENT HISTORY>

Display Summary Invoice

- Customer Name
- Customer Address
- Account Number
- Current Charges
- Balance Forward
- Amount Due
- Due Date

  [MAKE PAYMENT]
  <DETAILED STATEMENT>
  <MONTHLY USAGE>
  <PRINTABLE INVOICE>
  <PAYMENT HISTORY>

Display Printable Invoice

- Customer Name
- Customer Address
- Account Number
- Current Amount Due
- Balance Forward
- Total Amount Due
- Due Date
- Mailing Instructions
- Customer Service Contact Information

  [MAKE PAYMENT]
  <SUMMARY INVOICE>
  <MONTHLY USAGE>
  <DETAILED SUMMARY>
  <PAYMENT HISTORY>

Display Monthly Usage

- Customer Name
- Customer Address
- Account Number
- Detailed Monthly Water Usage Measurements
- Detailed Monthly Electric Usage Measurements
- Bar Chart

  [MAKE PAYMENT]
  <SUMMARY INVOICE>
  <DETAILED SUMMARY>
  <PRINTABLE INVOICE>
  <PAYMENT HISTORY>

Payment History

- Transaction Type
- Transaction Date
- Description
- Amount
- Balance

  <MONTLY USAGE>
  <SUMMARY INVOICE>
  <DETAILED SUMMARY>
  <PRINTABLE INVOICE>

Payment

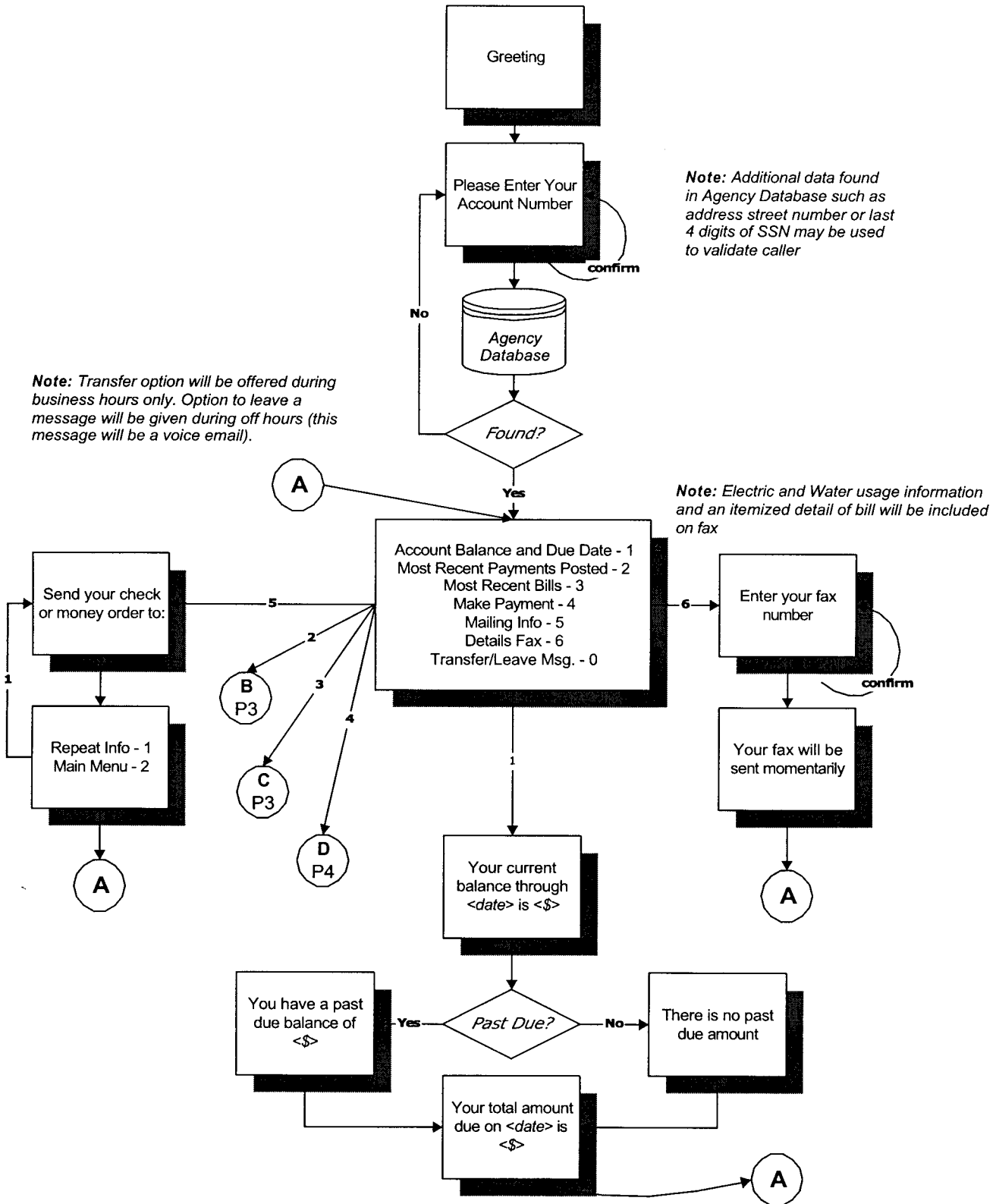- Credit Card Type
- Credit Card Number
- Expiration Date
- Payment Amount
- Payment Confirmation
- [SUBMIT PAYMENT]

  <MONTLY USAGE>
  <SUMMARY INVOICE>
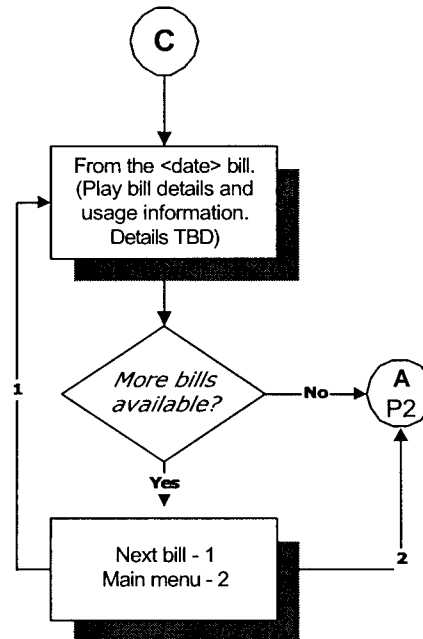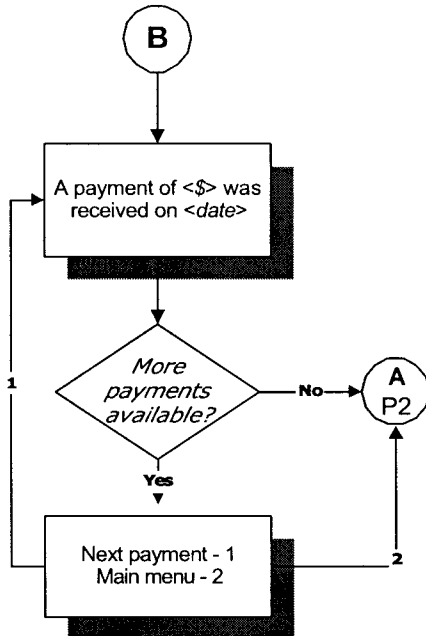 <DETAILED SUMMARY>
  <PRINTABLE INVOICE>
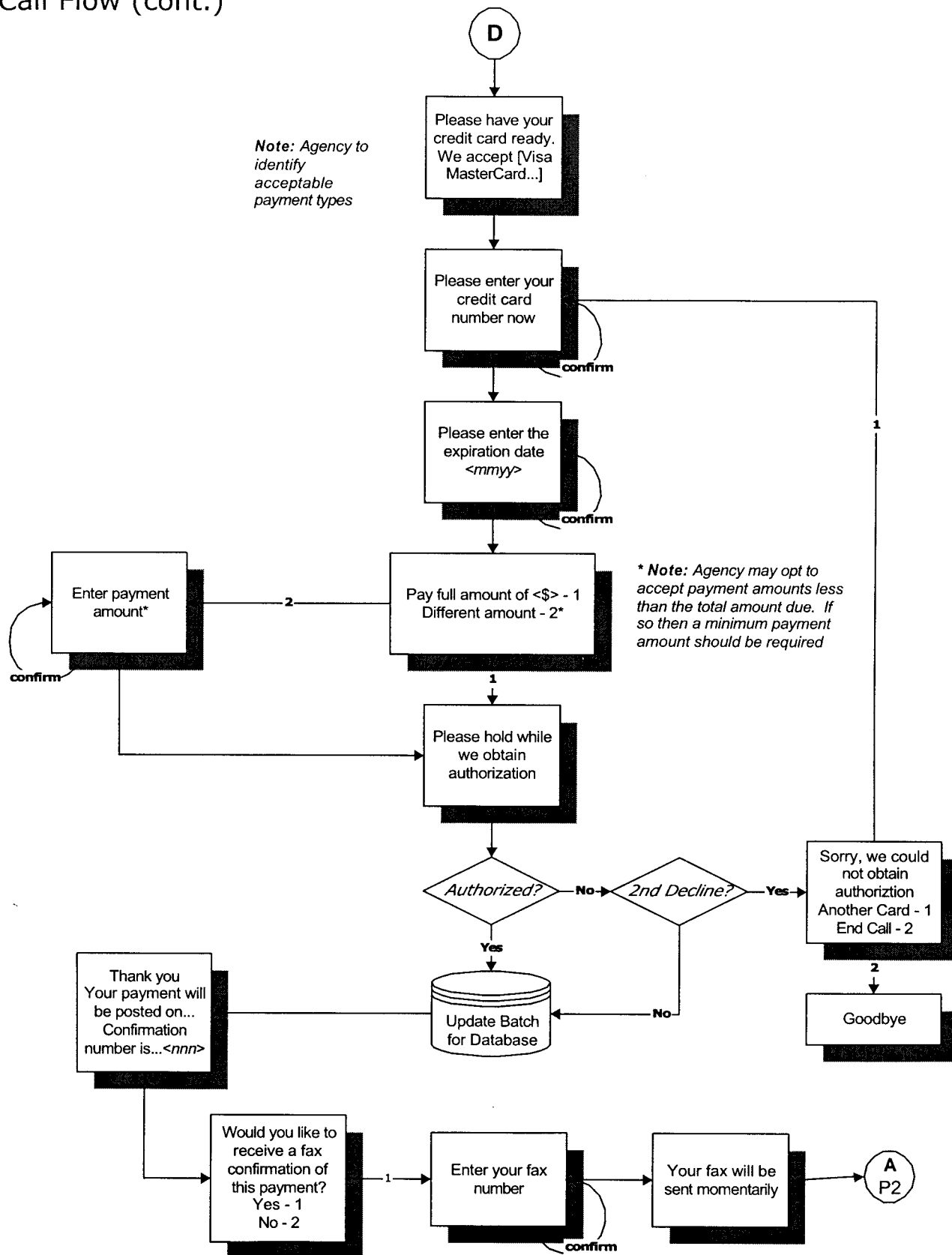 <PAYMENT HISTORY>

TVR Utility Billing - College Station
Call Flow

```
                            ┌──────────────┐
                            │   Greeting   │
                            └──────┬───────┘
                                   │
                                   ▼
                            ┌──────────────┐
                            │ Please Enter │        Note: Additional data found
                            │ Your Account │◀─┐     in Agency Database such as
                            │   Number     │  │     address street number or last
                            └──────┬───────┘ confirm  4 digits of SSN may be used
                                   │                 to validate caller
                                   ▼
                            ┌──────────────┐
                            │   Agency     │
                            │  Database    │
                            └──────┬───────┘
                No                 │
                                   ▼
                              ◇ Found? ◇
```

Note: Transfer option will be offered during business hours only. Option to leave a message will be given during off hours (this message will be a voice email).

A

Note: Electric and Water usage information and an itemized detail of bill will be included on fax

```
┌───────────────┐                ┌────────────────────────────┐               ┌──────────────┐
│ Send your     │                │ Account Balance and Due     │      6        │ Enter your   │
│ check or      │──────5────────▶│   Date - 1                  │──────────────▶│ fax number   │
│ money order   │                │ Most Recent Payments        │               └──────┬───────┘
│ to:           │                │   Posted - 2                │                  confirm
└───────┬───────┘                │ Most Recent Bills - 3       │                      │
   1    │                        │ Make Payment - 4            │                      ▼
        │                        │ Mailing Info - 5            │               ┌──────────────┐
        ▼                        │ Details Fax - 6             │               │ Your fax will│
┌───────────────┐               │ Transfer/Leave Msg. - 0     │               │ be sent      │
│ Repeat Info-1 │               └────────────────────────────┘               │ momentarily  │
│ Main Menu - 2 │                   │  │  │  │                                └──────┬───────┘
└───────┬───────┘                   2  3  4  1                                       │
        │                       ┌────┘  │  └────┐                                    ▼
        ▼                       ▼       ▼        ▼                                   **A**
       **A**                   **B**   **C**   **D**
                               **P3**  **P3**  **P4**
```

```
                                    ┌──────────────┐
                                    │ Your current │
                                    │ balance      │
                                    │ through      │
                                    │ <date> is <$>│
                                    └──────┬───────┘
                                           │
                                           ▼
┌──────────────┐              ◇ Past Due? ◇              ┌──────────────┐
│ You have a   │◀───Yes───                 ───No───────▶│ There is no  │
│ past due     │                                         │ past due     │
│ balance of   │                                         │ amount       │
│ <$>          │            ┌──────────────┐            └──────────────┘
└──────┬───────┘            │ Your total   │                    │
       │                    │ amount due   │                    │
       └───────────────────▶│ on <date> is │◀───────────────────┘
                            │ <$>          │
                            └──────┬───────┘
                                   │
                                   └──────────▶ **A**
```

TVR Utility Billing - College Station
Call Flow (cont.)

B

A payment of <$> was
received on <date>

More payments available? —No→ **A P2**

1

Yes

Next payment - 1
Main menu - 2 ——2——

C

From the <date> bill.
(Play bill details and
usage information.
Details TBD)

More bills available? —No→ **A P2**

1

Yes

Next bill - 1
Main menu - 2 ——2——

TVR Utility Billing - College Station
Call Flow (cont.)

D

Please have your credit card ready. We accept [Visa MasterCard...]

Note: Agency to identify acceptable payment types

Please enter your credit card number now
confirm

Please enter the expiration date <mmyy>
confirm

Enter payment amount*
confirm

← 2 —

Pay full amount of <$> - 1
Different amount - 2*

***Note:** Agency may opt to accept payment amounts less than the total amount due. If so then a minimum payment amount should be required*

1

Please hold while we obtain authorization

1

Authorized? —No→ 2nd Decline? —Yes→ Sorry, we could not obtain authoriztion
Another Card - 1
End Call - 2

2

Goodbye

Yes

Update Batch for Database ←No—

Thank you
Your payment will be posted on...
Confirmation number is...<nnn>

Would you like to receive a fax confirmation of this payment?
Yes - 1
No - 2

— 1 →

Enter your fax number
confirm

Your fax will be sent momentarily

A P2

TVR Utility Billing - College Station
Call Flow (cont.)

Error Routine

Note: Any errors caused by database access issues will be logged to an error file and announced to the caller. The caller will be returned to the main menu

User Error

Error Type

Invalid

Invalid Entry

No Response

3rd Consecutive Error?

Re-prompt ◀— No

Yes

You seem to be having trouble. Please try again later

End Call

Confirmation Routine

<Input Prompt>

You entered...   **2**

Correct - 1
Re-enter - 2

1

Next Prompt

TELE-WORKS, INCORPORATED

IMPLEMENTATION SCHEDULE & PROJECT TIME LINE

Step	Tele-Works Voice Response Application (per application)
Step 1	**Approximate Time: 30 days** • Tele-Works: Notice to Proceed • Government: Provide data/test environment • Government: Facilitate 3rd Party Integration of City provided middleware
Step 2	**Approximate Time: 60 days** • Tele-Works: Application Development • Government: Consult Tele-Works travel schedule for installation dates available • Government: Schedule/Prepare for installation (i.e. arrange for phone-line installation) • Tele-Works: Finalize Application Development • Government: Approve "Operational" Status • Tele-Works: Final System Configuration; Invoice for 65% of Total - Net 15 • Government: Process 65% Invoice
Step 3	**Approximate Time: 30 days** • Tele-Works: Deliver and Install System and Documentation • Tele-Works: On Site Testing/Training • Tele-Works: Remote Diagnosis Testing • Government: Available for On Site Training
Step 4	**Approximate Time: 60 days** • Government: Available for On Site Testing • Government: "On-Line Acceptance, and/or supply change orders for scope compliance Change orders are outside the scope of work may incur change order charges • Tele-Works: Invoice for final and remaining 35% of Total • Government: Process final 35% - Net 45

TELE-WORKS, INCORPORATED

WARRANTY AND MAINTENANCE AGREEMENT

Tele-Works provides maintenance agreement coverage following the warranty period. The warranty period is for 12 months and begins on the date of system acceptance. After the warranty period, the maintenance coverage extends the warranty and grants special user privileges for one year following maintenance contract renewal. In the case of a maintenance agreement lapse, the customer is notified by Tele-Works of the maintenance status, and system coverage reinstatement options.

Initial Maintenance Agreement fees are based on 10% of the total system purchase, less any installation and training fees. The initial annual maintenance, based on 10% of the contract price, will be $8,000.00. Feel free to contact our offices at 540-953-2631 if you have questions regarding the Maintenance Agreement.

TELE-WORKS, INC: WARRANTY & MAINTENANCE AGREEMENT

DOLLAR
AMOUNT: **$8,000.00**   *START DATE:* _____   *END DATE:* _____

AGENCY NAME: **The City College Station** _____   *STATE:*   **Texas** _____

This Warranty and Maintenance Agreement hereinafter, (Agreement) covers the following terms and conditions for a period of one year from the time the products and services are first installed (warranty) or for the contracted period defined above (maintenance).

Tele-Works Incorporated, (hereinafter, Warrantor) whose address is 210 Prices Fork Road, Suite C, P.O. Box 663, Blacksburg, VA 24063, warrants to the City of College Station (hereinafter, Warrantee) that the products and services provided to the Warrantee pursuant to any agreement for the Tele-Works Automated Citizens Information System (ACIS) and/or Tele-Works Voice Response (TVR), shall be free of defects, be in a merchantable condition, and operate in conformance to industry standards for the type of goods and services provided. In the event of a defect, malfunction, or other failure of the product not caused by any misuse or damage to the product while in the possession of the Warrantee, or not caused by changes to database structure, technical configuration or operations of the Warrantee, Warrantor shall repair or replace such product promptly upon notice of such problem, all at Warrantor's sole cost and expense. This warranty specifically covers parts, labor, and service.

1. Warrantor will provide telephone technical support Monday-Friday from 8:30 am to 6:00 p.m. EST to diagnose problems with the warranted system. Warrantor recognizes most Federal holidays.

2. Warrantor will replace defective components of the warranted system. If a complete system is necessary, Warrantor will ship a replacement within 3 business days of receiving the streaming tape backup and damaged system. Warrantor will provide these replacements at no cost to the Warrantee except where damage has been caused by fire, flood, lightning or other catastrophic event, natural disaster or act of God. If the damage is the result of any of these listed causes, Warrantor responsibility will be limited to temporary replacement of defective items (not to exceed 30 days) or permanent replacement at a charge to the warrantee not to exceed Warrantor's cost of the items including shipping, and reimbursement for any actual and reasonable travel expenses incurred by Tele-Works employees.

3. The Warrantee is responsible for maintaining a current software/message backup using the streaming tape drive provided with the system.

4. Warrantor will offer free services during the period of time covered by this Agreement that include but are not limited to:
   a) free access to the on-line Customer Service Center; including the Scriptware©

template library;
b) free Monthly Graphical Statistical Report and Evaluation;
c) 1 free day of retraining for system administrator(s) when Tele-Works staff is in the immediate locale.

5. Warrantor will provide discounted pricing of certain applications and services during the period of time covered by this Agreement that includes but is not limited to:
a) 25% discount for pre-developed application programs and port expansions and a 50% discount for recordings;
b) discounted labor rates for site visits and customized programming performed on a contract basis.
6. The maintenance amount extends the first year warranty period and is 10% (if paid year-to-year), or 10% (if prepaid for multi-years) of the base market price, plus any added applications. Applications purchased during any expiring year will result in an increase to the annual maintenance cost at the next renewal.

7. Tele-Works warrants that the software will perform all functions as described in the current edition of manuals pertaining to the use of the software distributed, created or designed by Tele-Works and with the system specifications and the information contained in Tele-Works's Scope of Work and other documentation, as amended, during the warranty period, when operated in accordance with all documentation . Tele-Works shall correct any failure of the software to perform in accordance with the documentation and scope of work, including but not limited to design, code, check out and deliver amendments or alterations to software promptly but in no event more than 15 days after notice from City of any failure to perform in accordance with the documents and requirements list. Further, without additional charge, Tele-Works will (I) assist with the installation of the software, new versions, updates, and corrections; (ii) assist City with the identification and resolution of problems with the system; and (iii) develop, to the extent necessary, temporary fixes and workarounds for emergency difficulties. Tele-Works will supply City with object code for all bug fixes and error corrections and all revised Documentation required for the System to conform to specifications. City shall allow Software access to Tele-Works through remote communications for this purpose.

For technical support to continue uninterrupted, this signed Agreement must be received along with payment or Purchase Order prior to the expiration of the existing Agreement.

I   certify   The City College Station
                                                     that
_____   _____
        (Signature of Official)
agrees to the terms described
above.

                                                     Tele-Works, Incorporated, by:

                                                     Signature   _____

                                                         Date   _____

TELE-WORKS, INCORPORATED

DECtalk END USER AGREEMENT

This END USER AGREEMENT, effective_____ is entered into by and between Tele-Works, Inc. ("TW") and the City of College Station ("END USER").

WHEREAS, TW has entered into Runtime License Agreement #QR-CLAM3-34 between Tele-Works, Inc. and Force Computers, Inc. (FORCE), whereby TW has a nonexclusive right to copy and use DECtalk Software for use as a runtime component of TW's internally developed applications requiring text-to-speech synthesis technology; and

WHEREAS, FORCE has granted TW the license to distribute copies of DECtalk Software directly to END USERS provided each END USER enters into an END USER AGREEMENT;

NOW THEREFORE, TW and END USER agree as follows:

Article 1 – Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:
1.01 RUNTIME SOFTWARE SHALL MEAN VERSION 4.51 OF DECTALK SOFTWARE FOR THE WINDOWS 95/98/NT OPERATING SYSTEM, INCLUDING ANY COMMERCIALLY RELEASED UPGRADES WHICH FORCE MAY DISTRIBUTE TO TW PURSUANT TO THIS AGREEMENT.

1.02 END USER shall mean a third party authorized by TW to use DECtalk technology solely as a component of TW APPLICATIONS and only for the END USER'S own internal operation with no right to distribute to others.

1.03 END USER AGREEMENT shall mean the Agreement between TW and the END USER which incorporates all the requirements of Article 2.

1.04 TW APPLICATIONS shall mean only those applications specified in Runtime License Agreement #QR-CLAM3-34.

1.05 DECtalk TECHNOLOGY shall mean RUNTIME SOFTWARE.

Article 2 – End User Agreements

2.01 END USER is prohibited from using DECtalk TECHNOLOGY for any purpose other than solely as a component of TW APPLICATIONS.

2.02 END USER is prohibited from copying TW APPLICATIONS except as may be allowed by TW for archival use

2.03 END USER is prohibited from reverse engineering, reverse compilation, disassembly or decomposition of the RUNTIME SOFTWARE contained in TW APPLICATIONS.

2.04 Ownership and title of the RUNTIME SOFTWARE contained in TW APPLICATIONS does not pass to the END USER, but shall at all times remain with FORCE.

2.05 FORCE is not liable for any damages, whether direct, indirect, incidental, special or consequential arising from the use of TW APPLICATIONS.

2.06 At the termination or expiration of the END USER AGREEMENT, END USER will discontinue use and destroy or return to TW all TW APPLICATIONS and all archival or other copies of TW APPLICATIONS that contain any part of DECtalk TECHNOLOGY.

2.07 END USER has no right to transfer or distribute TW APPLICATIONS to others.

Article 3 – Term and Termination

3.01 This END USER AGREEMENT shall remain in effect until terminated by TW or the END USER by providing thirty days written notice to the other party.

3.02 Under the terms of Runtime License Agreement #QR-CLAM3-34, termination of that Agreement shall not affect existing installations of RUNTIME SOFTWARE in operation.

IN WITNESS WHEREOF, each party hereto has as of the above date caused this END USER AGREEMENT to be signed by its duly authorized representative.

TELE-WORKS, INC.   END USER

By_____   By_____

Name_____   Name_____

Title_____   Title_____

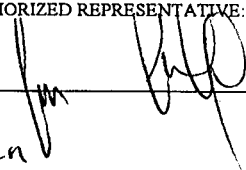Date_____   Date_____

Exhibit "B"

INSURANCE REQUIREMENTS

1.　　The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it.

2.　　The Contractor shall include all subcontractors as additional insureds under his policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.　　**All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit "C," and approved by the City *before* work commences.**

4.　　The following standard insurance policies shall be required:

　　　　(a)　　Commercial General Liability Policy
　　　　(b)　　Business Automobile Liability Policy
　　　　(c)　　Worker's Compensation Policy

5.　　Except as noted, the following general requirements are applicable to *all* policies:

　　　　(a)　　General Liability and Automobile Liability insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.

　　　　(b)　　Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

　　　　(c)　　Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.

　　　　(d)　　"Claims Made" Policies will not be accepted.

　　　　(e)　　The City of College Station, its officials, employees, and volunteers, are to be added as "Additional Insureds" to the Commercial General Liability and the Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

　　　　(f)　　A Waiver of Subrogation in favor of the City of College Station with respect to Workers' Compensation insurance must be included.

　　　　(g)　　Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of College Station.

　　　　(h)　　Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.

6.   The following **Commercial General Liability** will be required:

(a)   Minimum Combined Single Limit of $600,000 per occurrence for Bodily Injury and Property Damage.

(b)   Coverage shall be at least as broad as Insurance Service's Office form number CG 00 01.

(c)   No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d)   The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; and contracted liability (insuring the indemnity provided herein).

7.   The following **Business Automobile Liability** will be required:

(a)   Minimum Combined Single Limit of $600,000 per occurrence for Bodily Injury and Property Damage.

(b)   The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

(c)   The coverage shall include owned or leased autos, non-owned autos, and hired cars.

8.   The following **Workers' Compensation** insurance will be required:

(a)   Employer's Liability limits of $100,000 for each accident is required.

(b)   Texas Waiver of Our Right To Recover From Others Endorsements, WC 42 03 04 shall be included in this policy.

(c)   Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, WY.

9.   **Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.** The certificate shall contain provisions warranting the following:

(a)   The company is licensed and admitted to do business in the State of Texas.

(b)   The insurances set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance or ISO.

(c)   Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

(d)   Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

(e)   Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

EXHIBIT C

CERTIFICATES OF INSURANCE

THE HARTFORD

ACORD CERTIFICATE OF LIABILITY INSURANCE   August 15, 2001

Producer 480089 First Union Insurance Group The Hartford 308 Farmington Avenue Farmington, CT 06032-1913	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Insured TELE WORKS INC DBA: PO BOX 663 Blacksburg, VA 24063 Fax: 540-951-4016	**Insurers Affording Coverage** *A+ X✓* Insurer A: Hartford Casualty Insurance Co *A+ X✓* Insurer B: Hartford Insurance Group *A+ X✓* Insurer C: Insurer D: Insurer E:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

General Liability	**Insurer:A**	**Limits**	
Commercial General Liability		Each Occurrence:	$2,000,000.00
Claims Made:		Fire Damage (any one fire):	$300,000.00
Occur:	X	Med Expense (any one person):	$10,000.00
Policy Number:	48SBW GP9210	Personal & Adv Liability:	$2,000,000.00
Policy Effective Date:	03/15/01	General Aggregate:	$4,000,000.00
Policy Expire Date:	03/15/02	Products - Comp/Op Agg:	$4,000,000.00
General Aggregate Limit Applies Per:			
Policy:	X		
Project:			
LOC:			

Automobile Liability	**Insurer:**	**Limits**	
Any Auto:		Comb Single Limit(ea accident):	$
All Owned Autos:		Bodily Injury(Per person):	$
Scheduled Autos:		Bodily Injury(Per Accident):	$
Hired Autos:		Property Damage(Per Accident):	$
Non Owned Autos:			
Policy Number:			
Policy Effective Date:			
Policy Expiration Date:			

Garage Liability	**Insurer:**	**Limits**	
Any Auto:		Auto Only - EA. Accident:	
Policy Number:	.	Other Than Auto Only:	
Policy Effective Date:		EA Accident:	$
Policy Expiration Date:		Aggregate:	$

Excess Liability	**Insurer:**	**Limits**	
Occurrence:		Each Occurrence:	$
Claims Made:		Aggregate:	$
Deductible:			
Retention:	$		
Policy Number:			
Policy Effective Date:			
Policy Expiration Date:			

Worker's Compensation & Employer's Liability	**Insurer:B**	**Limits**	
		WC Statutory Limits:	X
		Other:	
Policy Number:	48WEG GQ4477	E.L. Each Accident:	$100,000.00
Policy Effective Date:	07/10/01	E.L. Disease - EA Employee:	$100,000.00
Policy Expiration Date:	07/10/02	E.L. Disease - Policy Limit:	$500,000.00

Description of operations/locations/vehicles/exclusions added by endorsement/special provisions:

*Certificate Holder is also an Additional Insured with respects to General Liability per provisions of attached Business Liability Coverage form # SS00080300 from insured's policy. Waiver of Subrogation is included on above policies in favor of Certificate Holder.

Certificate Holder	**Cancellation**
ATTN: City of College Station, its officials, employees, and volunteers Attention: Risk Management P.O. Box 9960 College Station, TX 77842	Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agent or representatives.
Reference Number: 0424-16MAR98	AUTHORIZED REPRESENTATIVE:

OK to accept per
Charlie Shear & Charles Cryan

THE HARTFORD

ACORD CERTIFICATE OF LIABILITY INSURANCE   August 30, 2001

Producer	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
480089 First Union Insurance Group The Hartford 308 Farmington Avenue Farmington, CT 06032-1913	

Insured	Insurers Affording Coverage
TELE WORKS INC PO BOX 663 Blacksburg, VA 24063 Fax:540 951 4016	Insurer A: Hartford Casualty Ins Co A+ XV Insurer B: Twin City Fire Insurance Co A+ XV Insurer C: Twin City Ins Co A + K V Insurer D: Insurer E:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

General Liability	Insurer:A	Limits	
Commercial General Liability		Each Occurrence:	$2,000,000.00
Claims Made:		Fire Damage (any one fire):	$300,000.00
Occur:	X	Med Expense (any one person):	$10,000.00
Policy Number:	48SB GP9210	Personal & Adv Liability:	$2,000,000.00
Policy Effective Date:	15-MAR-01	General Aggregate:	$4,000,000.00
Policy Expire Date:	15-MAR-02	Products - Comp/Op Agg:	$EXCLUDED
General Aggregate Limit Applies Per:			
Policy:	X		
Project:			
LOC:			

Automobile Liability	Insurer: C	Limits	
Any Auto:		Comb Single Limit(ea accident):	$1,000,000.00
All Owned Autos:		Bodily Injury(Per person):	$
Scheduled Autos:	X	Bodily Injury(Per Accident):	$
Hired Autos:	X	Property Damage(Per Accident):	$
Non Owned Autos:	X		
Policy Number:	48UE RA5015		
Policy Effective Date:	23-AUG-01		
Policy Expiration Date:	23-AUG-02		

Garage Liability	Insurer:	Limits	
Any Auto:		Auto Only - EA. Accident:	
Policy Number:		Other Than Auto Only:	
Policy Effective Date:		EA Accident:	$
Policy Expiration Date:		Aggregate:	$

Excess Liability	Insurer:	Limits	
Occurrence:		Each Occurrence:	$
Claims Made:		Aggregate:	$
Deductible:			
Retention:	$		
Policy Number:			
Policy Effective Date:			
Policy Expiration Date:			

Worker's Compensation & Employer's Liability	Insurer:B	Limits	
		WC Statutory Limits:	X
		Other:	
Policy Number:	48WE GQ4477	E.L. Each Accident:	$100,000.00
Policy Effective Date:	10-JUL-01	E.L. Disease - EA Employee:	$100,000.00
Policy Expiration Date:	10-JUL-02	E.L. Disease - Policy Limit:	$500,000.00

Description of operations/locations/vehicles/exclusions added by endorsement/special provisions:
PROOF OF COVERAGE
SYMBOL 1 FOR COVERED AUTO LIABILITY ONLY

Certificate Holder	Cancellation
ATTN:RISK MANAGEMENT CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES, & VOLUNTEERS P.O. BOX 9960 COLLEGE STATION, TX 77842	Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agent or representatives.

| Reference Number: 0424-16MAR98 | AUTHORIZED REPRESENTATIVE:

Sharon Mayer   NNC |